


ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#18 MARCH 29, 2011


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March 29, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A SOLE SOURCE TEMPORARY PROFESSIONAL
MEDICAL CREDENTIALING SERVICES AGREEMENT
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

Request approval to finalize and execute a sole source agreement with Steven Hirsch & Associates to provide temporary personnel to perform professional medical credentialing services at Harbor-UCLA Medical Center.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Health Services (Director), or his designee, to execute a sole source agreement (Agreement), substantially similar to Exhibit I, with Steven Hirsch & Associates (Hirsch & Associates), effective on Board approval for a six-month term, with an option to extend the Agreement on a month-to-month basis not to exceed six months, for the provision of professional medical credentialing services at the Department of Health Services' (DHS) Harbor-UCLA Medical Center (H-UCLA MC), subject to prior review and approval of County Counsel, with an estimated cost of \$86,000 for the initial six month period.

2. Delegate authority to the Director, or his designee, to exercise the month-to-month options at the same rates and under the same terms and conditions, at an estimated cost of \$14,334 per month for up to the additional six months.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will allow the Director, or his designee, to execute a six month Agreement with Hirsch & Associates for the continued provision of temporary medical credentialing services at H-UCLA MC. These services are currently provided under a Purchase Order (PO) issued by the Internal Services Department (ISD). The maximum amount of the PO will be exhausted by April 30, 2011.

Credentialing services allow H-UCLA MC to verify that a physician meets facility and regulatory requirements and provides an objective evaluation of such items as the individual's license, experience, certification, and education. Maintenance of credentialing services is necessary to preserve a hospital's accreditation. Credentialing was one of the functions performed by H-UCLA MC's Director of Medical Staff Services, who retired in August 2010. At that time, DHS was in the process of reclassifying the position and it was anticipated that the reclassification and recruitment process to fill the vacant director position would take between three and six months once the final classification specifications were released. The PO was requested to ensure credentialing continued to be performed.

Now that the classification specifications have been posted and DHS is proceeding with recruitment, approval of the recommended Agreement is needed to allow sufficient time to recruit County staff to perform these services and ensure no lapse in the H-UCLA MC credentialing process occurs before the positions can be filled with County staff.

Approval of the second recommendation will allow the Director, or his designee, to extend the term of the recommended Agreement on a month to month basis for up to an additional six months in the event of any unforeseen delay in the recruitment of qualified County employees to perform these services.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total estimated cost for the Temporary Professional Medical Credentialing Services Agreements for Fiscal Year (FY) 2010-11 is \$43,000. Funding is included in the FY 2010-11 Final Budget and will be requested in future years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Hirsch & Associates has provided the subject temporary professional medical credentialing services for H-UCLA MC since August 2010 under a Sole Source PO initially issued for \$97,920 and supplemented with \$2,015 for a total PO amount of \$99,935. Under the PO, there are two levels of professional staff available to on a part-time as needed basis and the Agreement will include the same staff requirements at the current hourly rates set forth in the PO. Hirsch & Associates was selected as the sole source for the PO, as it was the only firm with staff possessing Certified Provider of Credentialing Specialist (CPCS) certification from the National Association of Medical Staff

Services (NAMSS) able start within three days. In addition, Hirsch & Associates already had an existing Agreement with the County. This familiarity with the County, DHS and hospital policies and procedures, makes them a cost effective option to continue providing the short-term medical credentialing services.

This Agreement is not a Proposition A Agreement due to the services being needed on a part-time basis and, therefore, not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

Exhibit I has been approved as to form by County Counsel. It includes the most recent Board mandated provisions, with the exception of the standard indemnification language which has been revised to provide that the contractor will not be liable for losses caused by or attributable to County negligence. This revised language has been approved by CEO Risk Management. This Agreement may be terminated for convenience by either party upon 30 days prior written notice.

CONTRACTING PROCESS

An approved Sole Source Checklist (Attachment I) is included in accordance with Board Policy 5.100, Sole Source Contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure no lapse in medical credentialing services in the event that a hospital regulatory or accreditation survey occurs before the positions can be filled with County staff.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz", with a stylized flourish at the end.

Mitchell H. Katz, M.D.

Director

MHK:jca

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Internal Services Department

TEMPORARY PROFESSIONAL MEDICAL CREDENTIALING
PERSONNEL SERVICES AGREEMENT
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	TERM AND TERMINATION.....	2
2.0	DESCRIPTION OF SERVICES	3
3.0	BILLING AND PAYMENT.....	4
4.0	TERM OF TEMPORARY PERSONNEL ASSIGNMENTS	4
5.0	NONEXCLUSIVITY.....	4
6.0	CONTRACTOR RESPONSIBILITIES	4
7.0	TEMPORARY PERSONNEL'S PROFESSIONAL QUALIFICATIONS	11
8.0	PROHIBITION AGAINST COUNTY RECRUITMENT AND HIRING OF CONTRACTOR'S PERSONNEL	11
9.0	PROHIBITION AGAINST THE RECRUITMENT OF COUNTY EMPLOYEES	12
10.0	GENERAL CONDITIONS	12
11.0	INDEPENDENT CONTRACTOR STATUS.....	15
12.0	INDEMNIFICATION	16
13.0	GENERAL INSURANCE REQUIREMENTS.....	16
14.0	INSURANCE COVERAGE REQUIREMENTS.....	21
15.0	CONTRACTOR'S OFFICES	22
16.0	ADDITIONAL PROVISIONS	22
17.0	NOTICES	23
SIGNATURES		24

Contract No. _____

TEMPORARY PROFESSIONAL MEDICAL CREDENTIALING
PERSONNEL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2011,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and _____
(hereafter "Contractor").

WHEREAS, pursuant to the provisions of section 1441 of the California Health and Safety Code, County has established and operates, through its Department of Health Services, a network of County hospitals, Comprehensive Health Centers and Health Centers, including Harbor-UCLA Medical Center (hereafter "County Facility"); and

WHEREAS, County Facility as used herein refers to County Facility's Administration or authorized designee(s), Medical Facility's Administration or designee(s); or County's Facility Staff; and

WHEREAS, pursuant to the provisions of section 1451 of the California Health and Safety Code and section 31000 of the California Government Code, County finds that the services to be provided hereunder are not immediately available at the County Facility and that such services are necessary to maintain hospital accreditation, in order for the needs of the sick or injured patients to be served; and

WHEREAS, the Department of Health Services has determined that existing staff of County Facilities do not have sufficient manpower, that it is in the process of recruiting

personnel to perform the services hereunder, and that the services to be provided hereunder either are of a specialized, professional and temporary nature or of an as needed, intermittent nature; and

WHEREAS, Contractor is qualified and licensed under the laws of the State of California to engage in the business of providing temporary and as needed personnel to County Facilities, and Contractor's personnel are qualified to perform the services described herein; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereinafter set forth; and

WHEREAS, it is the intent of both parties that upon execution of this Agreement, any prior agreement between the parties shall be superseded; and

WHEREAS, pursuant to Section 31000 of the California Government Code and Los Angeles County Code Chapter 2.121, County is authorized to contract for these services.

NOW, THEREFORE, in consideration of the promises and covenants hereafter contained, the parties hereto agree as follows:

1. **TERM AND TERMINATION:** The term of this Agreement shall commence on the date hereinabove, and shall continue in full force and effect for a period of six (6) months. The County shall have the sole option to extend the Agreement term for up to six (6) additional months, on a month-to-month basis, for a maximum total term of one (1) year. Such option shall be exercised at the sole discretion of the Director, or his designee, as authorized by the Board of Supervisors. To implement an extension of

time, an Amendment to the Agreement shall be prepared by the County and executed by the Contractor and by Director or his designee.

Except as otherwise set forth below, this Agreement may be terminated at any time by either party, with or without cause, upon giving of at least thirty (30) calendar days' advance written notice thereof to the other.

Director may terminate this Agreement immediately if Contractor, or any of its officers, employees or agents, including its independent contractors, fail to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto.

Director may also terminate this Agreement immediately if Contractor, its officers, employees or agents, including its independent contractors, engage in, or if Director has reasonable justification to believe that Contractor, or such employees or agents, including Contractor's independent contractors, may be engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination".

2. DESCRIPTION OF SERVICES: Contractor agrees to provide County Facility, upon request and qualification by County Facility, with the temporary or as-needed, intermittent personnel services as described in Exhibit A, Description of Services, attached hereto and incorporated herein by reference.

3. **BILLING AND PAYMENT:** All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions and rates set forth in Exhibit B, attached hereto and incorporated herein by reference.

4. **TERM OF TEMPORARY PERSONNEL ASSIGNMENTS:** For those personnel required by County on a temporary basis, Contractor's personnel may be scheduled to work full-time [forty (40) hours per week] for the County Facility. However, in no event shall the length of the work assignment extend beyond one (1) year from the date of the personnel's assignment to the County Facility.

Contractor shall be responsible for notifying County Facility in writing at least thirty (30) days prior to the expiration of the one (1) year assignment period specified herein and for assuring that such personnel are not assigned to work at County Facility beyond this one (1) year assignment period.

5. **NONEXCLUSIVITY:** Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, and that County has, or intends to enter into, contracts with other providers of said services.

6. **CONTRACTOR RESPONSIBILITIES:**

A. **Business License:** Contractor shall provide evidence that it has, for a minimum of three (3) years, been in business as a provider of the temporary and as-needed personnel services described in this Agreement. Prior to the execution of this Agreement, Contractor shall provide the Department of Health Services, Contracts and Grants Division, and/or County Facility requesting temporary medical personnel services with a copy of its current business license(s) and appropriate Employer Identification Number.

B. Prohibition Against the Utilization of County-Employed Personnel:

Contractor shall not utilize any current County-employed personnel (whether full-time or part-time) for the provision of services pursuant to this Agreement. Further, Contractor shall not utilize any former County-employed personnel (whether full-time or part-time) for the provision of services pursuant to this Agreement, unless such former County-employed personnel have terminated their County employment at least three (3) months prior to working for Contractor, or unless County has terminated the employment of such former County-employed personnel because of County budget reductions.

Failure to comply with the requirements set forth in this Paragraph shall constitute a material breach of this Agreement upon which County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

C. Recruitment:

- 1) Contractor shall screen all personnel prior to referring such personnel to County to assure that such personnel meet the professional qualifications described in this Agreement.
- 2) Contractor shall verify, prior to referring its personnel to County, that all such persons have a current California license or certificate, and any other licenses and/or certifications required by law. Documentation that Contractor has verified the current status of, or a photocopy of, all such

licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and shall be made available to County upon request.

Failure to comply with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach". If such breach is not cured within ten (10) business days following the giving of such "Notice of Material Breach", or reasonable steps not undertaken by Contractor to cure such default within a reasonable time, then County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time. If Contractor refers an individual who lacks the appropriate licenses and/or certifications, and County inadvertently utilizes the services of such person, County shall not pay for the time worked by that individual.

3) Contractor shall provide County Facility, forty-eight (48) hours upon first referring its personnel for services hereunder, with a copy of all current licenses, credentials, and/or certifications, as appropriate, for each such person.

4) If Contractor recruits out-of-state personnel to provide services hereunder, Contractor shall assure that all such personnel meet the

licensing and/or certification requirements set forth by the State of California for their professional specialty. Documentation that Contractor has verified the current status of all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and shall be made available to County upon request.

Failure to comply with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach". If such breach is not cured within ten (10) business days following the giving of such "Notice of Material Breach", or reasonable steps not undertaken by Contractor to cure such default within a reasonable time, then County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

If Contractor refers an individual who lacks the appropriate licenses and/or certifications, and County inadvertently utilizes the services of such person, County shall not pay for the time worked by that individual.

5) Contractor shall, at no cost to County, make all travel arrangements to and from Los Angeles, California, and shall be responsible for providing, or arranging for, housing for such out-of-state recruited personnel.

D. Annual Staff Development: Contractor personnel providing services hereunder shall have attended annual staff development in the following areas: (1) blood borne pathogens precautions, infection control; (2) patient safety (fire, electrical, disaster); (3) employee right-to-know; (4) toxic substances; (5) patients' rights; and (6) child/elder abuse. Documentation that Contractor's employees have attended such staff development program(s) shall be retained by Contractor and shall be made available to County Facility upon request for purposes of inspection and audit.

Contractor personnel not having completed any of the above staff development programs may attend such programs at County Facility, if such programs are offered by County Facility. In such event, the time Contractor's personnel spend attending such required staff development programs may be billed to County by Contractor.

E. Infection Control: If any of Contractor's personnel are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to County Facility's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, then County Facility, shall report such occurrences to Contractor.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

F. Physical Examination: Contractor shall ensure that each person who performs services under this Agreement is examined by a California licensed physician or other licensed medical practitioner such as physician assistants and nurse practitioners on an annual or biannual basis, as required by the Joint Committee and Section 70723, Title 22, California Code of Regulations.

Contractor shall provide County, upon request, with evidence that each of its personnel is free of infectious/contagious disease(s) which would interfere with the person's ability to perform services hereunder or which could be transmitted in the work place, that each such person is immunized against common communicable diseases, that each such person has received an initial chest x-ray, an annual TB skin test or TB symptoms evaluation or periodic chest x-ray, a measles (Rubeola) and Rubella antibody titer demonstrating immunity and/or vaccination.

Written certification that such person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available to County upon request. Contractor personnel provided under this Agreement must have completed the above tests prior to performing any work under this Agreement.

G. County Facility Orientation: In-house orientation of all Contractor referred personnel may be required by any County Facility. Orientation time at any given

County Facility [up to a maximum of (8) hours] may be billed to County by Contractor.

H. Department of Health Services (DHS) Risk Management Information

Handbook: Contractor's personnel assigned to County Facility hereunder shall be required to read and sign a statement that he/she has read the DHS Risk Management Information Handbook regarding DHS malpractice policies and medical protocols prior to providing services under this Agreement.

I. Background and Security Investigations: All Contractor personnel performing services under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless of whether Contractor's personnel passes or fails the background clearance investigation.

J. Most Favored Public Entity: If the Contractor's prices decline, or should the Contractor at any time during the term of this Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to the County.

7. TEMPORARY PERSONNEL'S PROFESSIONAL QUALIFICATIONS:

A. Licenses, Registrations and Certificates: Contractor-referred personnel providing services hereunder must have a valid and current California State license, registration or certificate, as appropriate, and must carry their current, original State license, registration or certificate (not a copy) at all times.

County Facility shall verify the current status of all licenses and/or certificates of all temporary personnel referred by Contractor.

County Facility may refuse utilization of any of Contractor's personnel if the above information is not provided in accordance with this Paragraph.

In the event County inadvertently utilizes a person who lacks the appropriate licenses, registrations and/or certificates, County shall not pay for any time worked by that individual.

B. Joint Commission Standards: Contractor-referred personnel shall meet all Joint Commission requirements established for each discipline with respect to licensure, certification, registration, continuing education and in-service education.

8. PROHIBITION AGAINST COUNTY RECRUITMENT AND HIRING OF CONTRACTOR'S PERSONNEL:

It is not County's intent to utilize this Agreement to solicit or recruit Contractor's personnel to County employment. County shall not directly solicit or recruit Contractor's employees for County employment. Contractor understands, however, that notices regarding available positions are posted in conspicuous locations at County Facilities including, but not limited to, bulletin board and broadcasts via electronic mail, and that the County Facilities cannot restrict access by Contractor-referred personnel to such information.

In the event any personnel referred by Contractor hereunder express interest in County employment and County Facility desires to recruit such individual, County Facility shall give reasonable notice of such fact to Contractor.

9. PROHIBITION AGAINST THE RECRUITMENT OF COUNTY EMPLOYEES:

Except as may otherwise be expressly stated to the contrary herein, Contractor, and Contractor's employees, officers, agents independent contractors shall not hire, recruit, attempt to recruit, or cause to be recruited, any County employee to become an employee of Contractor, while Contractor, its employees, officers, agents, or independent contractors are at a County Facility.

Any such attempted hiring or recruitment of any County employee by Contractor, its employees, officers, agents, independent Contractors shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

10. GENERAL CONDITIONS:

A. Contractor shall make a reasonable effort to provide the services of a specific individual when initially requested to do so by County Facility. At the time of such request, County Facility shall notify Contractor whether such individual is required on a "per diem" basis or a "weekly basis" as those terms are defined in Exhibit B of this Agreement. County Facility shall not be permitted to request Contractor to modify the status of requested personnel after their initial assignment.

B. While at County Facility, Contractor's personnel shall report to the County Facility's Administrator or his/her authorized designee.

C. Contractor shall maintain a system for evaluating in writing the performance of its personnel at regular intervals, but not less than annually. A copy of such evaluation shall be maintained by Contractor and shall be made available to County upon request for purposes of inspection and audit.

D. Contractor shall immediately remove any of its personnel from the provision of services hereunder upon receipt of oral or written notice from County Facility that the actions of such person may adversely affect the delivery of health care services or such person does not meet the productivity requirements and performance standards of County Facility.

In such cases, Contractor shall bill County for the actual hours (rounded up to the nearest half-hour) worked by said individual prior to his/her removal.

E. County Facility may refuse any individual whom has previously been removed from the provision of services, either at the request of Contractor or County.

F. Contractor's management shall be available by phone and to meet with County Facility Staff within a reasonable time after notification by such County Facility.

G. Contractor's personnel who agree to perform services hereunder understand that while case requirements may be more difficult, a workload shall not be in excess of a workload of a County employee.

H. For Contractor personnel assigned to a County Facility, such personnel shall sign in and out daily on time sheets, consistent with the policy of the County Facility. A copy of the time sheets shall be sent (or faxed) to Contractor bi-monthly.

I. County Facility may require Contractor's personnel to use County Facility issued pagers during their employment period or shift. The pagers will be provided by County Facility and Contractor's employee(s) will be required to sign for receipt of such pagers at the beginning of assignment and be required to return the pagers to County Facility at the end of their work period, shift or termination, as determined by County Facility. County Facility shall establish the procedures for issuing and maintaining records of the pagers. Contractor shall be accountable for pagers while they are assigned to Contractor's personnel and Contractor shall be responsible for the replacement cost for lost or stolen or damaged pagers at the fair market value as determined in the sole discretion of County's Internal Services Department at the time of incident. Such value shall be deducted from Contractor's next scheduled billing period from the time of incident. The fair market value shall not be less than Sixty Dollars (\$60) and shall not exceed the fair market value at the time of incident.

J. Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor personnel who experience an industrial accident (e.g., needle sticks) while providing services pursuant to this Agreement. In the event one of Contractor's assigned personnel receives a needle stick while performing services hereunder, such person's medical care shall be at Contractor's expense. Follow-up for Contractor personnel exposed to HIV positive patients must be in accordance with Federal Centers for Disease Control guidelines and is the responsibility of Contractor and the individual.

Contractor shall give each employee and/or independent contractor providing services hereunder written instructions on the above policies and procedures, to be reviewed on an annual basis.

A copy of the above policies and procedures shall be retained by Contractor and made available to County upon request for purposes of inspection and audit.

K. Contractor shall maintain and update not less than annually a skills inventory for each professional and para-professional providing services pursuant to this Agreement.

11. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture or association, as between County and Contractor. The employees or agents, including independent contractors, of Contractor shall not be construed to be the employees or agents of County for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons, whether employees of Contractor or independent contractors to Contractor, furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability,

not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or behalf of Contractor pursuant to this Agreement.

D. Contractor shall inform all of its employees and independent contractors who may provide services under this Agreement in writing of the provisions of this Paragraph.

A copy of such written notice shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

12. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement. However, Contractor shall not be required to indemnify County for any loss to the extent caused by or attributable to the County's negligence.

13. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 13 and 14 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance

is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles

Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contract Administration & Monitoring

And

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and

shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions.

The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

14. INSURANCE COVERAGE

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall

be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

15. CONTRACTOR'S OFFICES: Contractor's business offices are located at _____ . Contractor shall notify in writing County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor East, Los Angeles, California 90012, of any change in its business address at least ten (10) working days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's Department of Health Services, Contracts and Grants Division, in writing detailing such changes at least thirty (30) calendar days prior to the effective date thereof. Contractor understands that changes in its corporate or legal status may require County consent if Agreement is to remain effective.

16. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions contained therein are part of this Agreement.

17. NOTICES: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, registered or certified, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by providing at least ten (10) calendar days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

1. Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor - East
Los Angeles, California 90012

Attn: Director, Contracts Administration and Monitoring

B. Notices to Contractor shall be addressed as follows:

Attn: _____

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by its Director of Health Services, and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

Contractor

By _____
Signature

Printed Name

Title _____
(Affix Corporate Seal)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
Andrea Ordin

(TEMPORARY PROFESSIONAL MEDICAL CREDENTIALING
PERSONNEL SERVICES AGREEMENT: PH 3-14-11)

ADDITIONAL PROVISIONS TABLE OF CONTENTS

Paragraph No.	Title	Page No.
1.	<u>ADMINISTRATION AND MONITORING</u>	1
2.	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	1
3.	<u>CONFIDENTIALITY</u>	2
4.	<u>NONDISCRIMINATION IN SERVICES</u>	2
5.	<u>NONDISCRIMINATION IN EMPLOYMENT</u>	3
6.	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	5
7.	STAFF PERFORMANCE WHILE UNDER THE INFLUENCE	5
8.	CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER	5
9.	<u>RULES AND REGULATIONS</u>	6
10.	LICENSES. PERMITS. REGISTRATIONS AND CERTIFICATES	6
11.	<u>UNLAWFUL SOLICITATION</u>	6
12.	<u>CONFLICT OF INTEREST</u>	7
13.	<u>COVENANT AGAINST CONTINGENT FEES</u>	7
14.	TERMINATION FOR INSOLVENCY AND DEFAULT	8
15.	TERMINATION FOR IMPROPER CONSIDERATION	9
16.	PROHIBITION AGAINST ASSIGNMENT AND DELEGATION	9
17.	<u>COMPLIANCE WITH APPLICABLE LAW</u>	10
18.	<u>AUTHORIZATION WARRANTY</u>	11
19.	<u>FAIR LABOR STANDARDS</u>	11
20.	<u>EMPLOYMENT ELIGIBILITY VERIFICATION</u>	11
21.	<u>RESTRICTIONS ON LOBBYING</u>	12
22.	<u>COUNTY LOBBYISTS</u>	12
23.	<u>MERGER PROVISION</u>	12
24.	<u>SEVERABILITY</u>	12
25.	<u>INTERPRETATION</u>	12
26.	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME	12
27.	CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR <u>EMPLOYMENT</u>	13
28.	<u>COUNTY'S QUALITY ASSURANCE PLAN</u>	13
29.	SERVICE DELIVERY SITE - MAINTENANCE STANDARDS	13
30.	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	13
31.	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	14
32.	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	14
33.	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. Part 76)	15
35.	COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT HIPAA OF 1996	18

ADDITIONAL PROVISIONS TABLE OF CONTENTS

Paragraph No.	Title	Page No.
36.	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	19
37.	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT	21
38.	COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS	21
39.	<u>SUBCONTRACTING</u>	21
40.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED	23
41.	CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	23
42.	<u>RECYCLED BOND PAPER</u>	23
43.	<u>WAIVER</u>	23
44.	GOVERNING LAWS, JURISDICTION, AND VENUE	23
46.	<u>COUNTY AUDIT SETTLEMENTS</u>	24
47.	<u>ALTERATION OF TERMS</u>	24
48.	CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	24
49.	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	24

ADDITIONAL PROVISIONS
TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT

1. **ADMINISTRATION AND MONITORING:**

A. County's Director of Health Services or his authorized designee (collectively hereafter "Director"), is authorized to administer this Agreement on behalf of County.

B. Contractor extends to Director, to authorized representatives of the State and the Joint Commission the right to review and monitor Contractor's personnel and services, to include on-site visits to Contractor's office(s), upon demand to verify compliance with applicable standards and regulations and with the terms of this Agreement.

All such inspections made by Director and other County representatives shall be conducted during Contractor's normal business hours in a manner which will not interfere with Contractor's operations.

2. **RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT:**

A. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance to generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the

Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1) In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any federal or State auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report including Statement of Auditing Standards No. 70 Type 2 Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Agreement . Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2) Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 2, subparagraph 2, shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

3. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of all patient records and information, in accordance with all applicable Federal, State and local laws, ordinances, rules, regulations and directives relating to confidentiality. Contractor shall inform all of its officers, employees, agents, independent contractors and others providing services hereunder in writing of the confidentiality provisions of this Agreement. A copy of such document informing all if its officers, employees, agents and independent contractors of the provisions of this Paragraph shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

4. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age medical condition, marital status, political affiliation, or physical or mental disability, in accordance with requirements of Federal and State laws. For the purpose of this Paragraph,

discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service, or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age medical condition, marital status, political affiliation, physical or mental disability.

5. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, and will not be discriminated against because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following:

employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director. Prior to any such inspection, Contractor may remove personal employee information from such records, which is protected under the privacy laws of the State of California. To the extent any such information may come into the possession of County during such an inspection, County hereby promises to protect same from disclosure to third parties.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated anti-discrimination provisions of this Paragraph.

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) per violation or group of such violations investigated, pursuant to Civil Code Section 1671 as liquidated damages. The liquidated damages payable pursuant to this Subparagraph are meant to

compensate County for the costs of investigating violations of the anti-discrimination provisions of this Paragraph. The parties agree that the basis for assessing liquidated damages for purposes of this Subparagraph shall be the number of investigative reports submitted to Director, provided that no violation may be covered in more than one report. Director shall use her/his best efforts to insure that violations will be grouped together whenever possible for purposes of investigation.

6. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

A. Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

B In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

7. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall not knowingly permit any person to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance that might impair her/his physical or mental performance.

8. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of a riot, insurrection or civil unrest. Notwithstanding any other provision of this Agreement, Contractor shall continue to provide services at County health care facility and, if requested to do so by Director, shall also provide services at County operated shelters

and relief facilities during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person, while on County premises, may harm County patients.

10. LICENSES. PERMITS. REGISTRATIONS AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement all appropriate licenses, permits, registrations and certificates required by law for the operation of its business and for the provision of services hereunder. Copies of all such applicable licenses, permits, registrations and certifications shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth-Floor East, Los Angeles, California 90012, prior to commencing services under this Agreement. Contractor shall further ensure that all its personnel, including all its independent contractors, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certifications shall be made available to County upon request.

11. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers, employees and agents, including all its independent contractors, providing services hereunder in writing of the provision of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to

ensure that there is no violation of said provisions by its officers, employees, agents and independent contractors. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

A copy of such written notice shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

12. CONFLICT OF INTEREST: No County officer or employee whose position in County enables her/him to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer, employee, agent, or independent contractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing administration or evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make a full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and a complete description of all relevant circumstances.

13. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee,

excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

14. TERMINATION FOR INSOLVENCY AND DEFAULT:

A. Termination For Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of ten (10)

calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

16. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally

approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

17. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, rules, regulations, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County, its officers, employees and agents, from and against any and all loss, damage, liability or

expense resulting from any violation on the part of Contractor, its officers, employees or agents of such Federal, State or local laws, ordinances, rules, regulations or directives.

18. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

19. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and hold harmless County, its officers, employees and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorney's fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees, or by independent contractors on behalf of Contractor, for which County may be found jointly or solely liable.

20. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that the temporary personnel referred to County Facilities by Contractor hereunder, including all independent contractor personnel performing services hereunder, meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all such personnel performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all such personnel for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

21. RESTRICTIONS ON LOBBYING: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certifications and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certifications and disclosure requirements.
22. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.
23. MERGER PROVISION: The body of this Agreement, together with the Additional Provisions and the Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.
24. SEVERABILITY: If any provision of this Agreement, including any provision in the Additional Provisions or the Exhibits, or the application thereof to any person or circumstance is held invalid, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.
25. INTERPRETATION: If there is any uncertainty, ambiguity, or discrepancy as to any portion of this Agreement, or if there is any misunderstanding as to the interpretation or applicability of any provision hereunder, Director shall be consulted and his decision shall be final.
26. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit

under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

27. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding this or any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

28. COUNTY'S QUALITY ASSURANCE PLAN: Director or his/her agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that any place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

29. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

30. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has

established a goal of ensuring that all individuals who benefit financially from County through Agreements are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b).

31. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the TERMINATION FOR INSOLVENCY AND DEFAULT PARAGRAPH of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion

from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. Part 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, director or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify Contractor in writing, during the term of this Agreement, should it or any of its subcontractors or any principals be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

34. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board

- 1) If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be

debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 3) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 4) If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 5) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment

period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 6) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

35. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT HIPAA OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) and their implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPAA/HITECH and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA/HITECH.

The parties acknowledge their separate and independent obligations with respect to HIPAA/HITECH, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA/HITECH in all these areas and that County has not undertaken any responsibility for compliance on Contractor's

behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA/HITECH, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

"CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA/HITECH COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA/HITECH LAWS AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES THAT, SHOULD IT FAIL TO COMPLY WITH ITS OBLIGATIONS UNDER HIPAA/HITECH, IT SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR DAMAGES TO THE OTHER PARTY THAT ARE ATTRIBUTABLE TO SUCH FAILURE."

36. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an

aggregate sum of \$50,000 or more in any 12-month period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit C, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form", to be completed by the Contractor.

D. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the

award of future County contracts for a period of time consistent with the seriousness of the breach.

37. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

38. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30th of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

39. SUBCONTRACTING: Although it is the intent of the parties that all services hereunder are to be provided by Contractor's employees, both parties agree that Contractor may encounter a need for highly specialized services for which Contractor may find it necessary to subcontract.

The requirements for such limited use of subcontracting are as follows:

A. No performance of this Agreement or any portion thereof shall be subcontracted by Contractor without the prior written consent of Director or his/her authorized designee(s). Any attempt by Contractor to subcontract any performance of services under this Agreement without the prior written consent of Director or his/her authorized designee(s) shall be null and void and shall constitute a material breach of this Agreement.

B. In the event Director or his/her authorized designee(s) may consent to subcontracting, each and all of the provisions of this Agreement and any Amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

C. In the event that Director or his/her authorized designee(s) would consent to subcontracting, Contractor shall include in all subcontracts under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefits of the County of Los Angeles.

D. Contractor's request to Director or his/her authorized designee(s) for approval to enter into a subcontract shall include:

- 1) A description of the services, to be provided by the subcontract.
- 2) Identification of the proposed subcontract and documented explanation as to the qualifications of the Subcontractor and the ability to provide services required in the Agreement, and to include a description of Contractor's efforts to obtain competitive bids of why and how the proposed subcontractor was selected.
- 3) Any other information and/or certifications requested by Director or his/her authorized designee(s).

E. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of any subcontractor. Approval of the provisions of any subcontract by Director or his/her authorized designee(s) shall not be construed to constitute a determination of the allocability of any cost under this Agreement.

F. Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor.

40. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby. The fact sheet set forth in Exhibit D, attached hereto and incorporated herein by reference, of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

41. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

42. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

43. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

44. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

45. INTENTIONALLY OMITTED

46. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than the payments made by County to Contractor, then the difference shall be at Director's option, be either repaid by Contractor to County by cash payment upon demand or, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment.

47. ALTERATION OF TERMS: The body of this Agreement, together with the Exhibits hereto, fully expresses all matters covered and shall constitute the total Agreement. Except as specifically provided herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in writing and formally adopted in the same manner as this Agreement.

48. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that, to the best of its knowledge, it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

49. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 48 –

"Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

(TEMPORARY PROFESSIONAL MEDICAL CREDENTIALING
PERSONNEL SERVICES AGREEMENT) JA 3-14-11

EXHIBIT A

DESCRIPTION OF SERVICES

(Temporary Professional Medical Credentialing Personnel Services Agreement)

1. Contractor agrees to provide, upon advance notice, all services required in this Exhibit and such services shall be provided in accordance with the specific terms and conditions in Agreement, and shall bill at the rates and in accordance with the billing and payment procedures described in Exhibit B.

Temporary or as-needed personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County Facility's medical staff or administration.

2. **SERVICES TO BE PROVIDED:** Upon request, Contractor shall provide County with the following temporary or as-needed personnel: Credentialing Office Manager and Medical Staff Coordinator (herein referred to as "Medical Staff Coordinator" and "Credentialing Specialist," respectively). The general duties and responsibilities of these positions include but may not be limited to the following:

A. Medical Staff Coordinator

1. Responsible for the daily operations of the credentialing department to develop, manage and monitor processes that support the credentialing, and re-credentialing processes;
2. Facilitates all credentialing functions, such as application management and primary source verification;
3. Ensures compliance with accrediting and regulatory agencies (i.e., Joint Commission, NCQA, URAC) in regards to credentialing while developing and maintaining a working knowledge of the statute and laws;
4. Supervises credentialing staff in the day-to-day management of the overall credentialing process, including complex credentialing issues;
5. Interfaces with senior medical staff leaders and senior administrators;

6. Reports to the Chief Medical Officer of County Facility.

B. Credentialing Specialist

1. Responsible for coordination and preparation of medical staff functions; prepares for committee meetings (EC, CC, CAS), takes minutes, processes and distributes appropriate correspondence and coordinates the continuing medical education program.

2. Development, planning and implementation of the credentialing/privileging process, compliance with the accrediting and regulatory agencies;

3. Ensures that all expirables are reviewed, obtained and managed on a monthly basis according to the rules and policies managing the flow of information;

4. Responsible for monitoring and maintaining the credentialing and re-credentialing process;

5. Facilitates all aspects of credentialing;

6. Ensures compliance with the accrediting and regulatory agencies in regards to credentialing

7. Responsible for the accuracy and integrity for ensuring the timeliness of credentialing/re-credentialing verification. Gathering, verification and evaluation of credentials, data entry;

8. Maintains database, enters accurate and up-to-date data for each applicant into the database.

3. PERSONNEL: During the term of this Agreement, all Contractor personnel performing services at County Facility shall have a minimum of two (2) years experience performing substantially similar services in an acute care facility within thirty-six (36) months of their referral hereunder.

In addition, during the term of this Agreement, all Contractor-referred personnel providing services hereunder shall meet the minimum requirements established for each discipline described below:

A. Medical Staff Coordinator: Personnel providing services in the role of Medical Staff Coordinator at County Facility must possess Certified Professional in

Medical Staff Management (CPMSM) or Certified Provider of Credentialing Specialist (CPCS) certification from the National Association Medical Staff Services (NAMSS);

B. Credentialing Specialist: Personnel providing services in the role of Medical Staff Coordinator at County Facility must possess, or be eligible to possess, Certified Provider of Credentialing Specialist (CPCS) certification from the National Association of Medical Staff Services (NAMSS).

At County's sole option and only with County's written approval, County may accept Contractor-referred personnel with less experience than the minimum requirements described herein at a reduced hourly rate. Written approval hereunder shall be in the form of letter to Contractor from County Facility listing the name(s) of the person(s) referred by Contractor and shall clearly state County Facility's acceptance of said person(s) for work at County Facility. The reduced hourly rate shall be computed as follows: the hourly rate, as listed in Exhibit B, less twenty-five percent (25%).

(TEMPORARY PROFESSIONAL MEDICAL CREDENTIALING
PERSONNEL SERVICES AGREEMENT: JA 3/11/11)

EXHIBIT B

BILLING, PAYMENT AND SCHEDULE OF RATES

(Temporary Professional Medical Credentialing Personnel Services Agreement)

1. **BILLING AND PAYMENT:** Contractor shall bill County every two (2) weeks in arrears, in accordance with the terms, conditions and rates set forth below. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (i.e., Medical Staff Coordinator and Credentialing Specialist), name of the person who provided services, date and hours worked, hourly rate, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate County Facility and to the attention of the Expenditure Management Division every two (2) weeks. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

2. **PER DIEM PERSONNEL:**

A. **Definitions:** For purposes of this Exhibit, "per diem personnel" shall mean those Contractor-referred personnel assigned to a County facility to provide services on a single shift on a single day. A "single shift" shall mean either an eight (8) hour shift, ten (10) hour shift or a twelve (12) hour shift, depending on the shift scheduled by the County facility.

B. **Per Diem Personnel Overtime:** For Contractor-referred personnel assigned on a per diem basis, County shall pay overtime pay at one and one-half (1.5) times the hourly rates set forth herein for the first four (4) hours worked in excess of eight (8) hours per day, or for the first four (4) hours worked in excess of ten (10) hours per day, or for the first four (4) hours worked in excess of twelve (12) hours per day, depending on the shift scheduled by County. County shall pay two (2.0) times the hourly rate for all hours worked in excess of twelve (12) hours for those personnel assigned to an eight (8) hour shift or for hours

worked in excess of fourteen (14) hours for those personnel assigned to a ten (10) hour shift, or for hours worked in excess of sixteen (16) hours for those personnel assigned to a twelve (12) hour shift.

Overtime shall not be worked in less than fifteen (15) minute increments and may not be billed for less than fifteen (15) minute increments. A fifteen (15) minute pay increment will be paid after eight (8) minutes of work are performed in a given fifteen (15) minute increment.

C. Scheduled Shift: Contractor-referred personnel shall start and end work in accordance with the times scheduled (shift) by the County facility. Contractor shall be compensated for scheduled shift(s) worked.

3. WEEKLY PERSONNEL:

A. Definitions: For purposes of this Exhibit, "Weekly Personnel" shall mean those Contractor-referred personnel assigned to a County facility on a weekly basis. A "weekly basis" shall mean a forty (40) hour work week comprised of five (5) days, eight (8) hours per day, or an alternative workweek schedule. An "alternative workweek schedule" shall mean a forty (40) hour work week (on average) requiring a contractor's personnel to work longer than an eight hour shift per day.

B. Weekly Personnel Overtime: For Contractor-referred personnel assigned on a weekly basis, County shall pay overtime pay at one and one-half (1.5) times the hourly rates set forth herein for the first eight (8) hours worked in excess of forty (40) hours per week. County shall pay two (2.0) times the hourly rate for all hours worked in excess of forty-eight (48) hours in a workweek.

Overtime shall not be worked in less than fifteen (15) minute increments and may not be billed for less than fifteen (15) minute increments. A fifteen (15) minute pay increment will be paid after eight (8) minutes of work are performed in a given fifteen (15) minute increment.

C. Scheduled Shift: Contractor-referred personnel shall start and end work in accordance with the times scheduled (shift) by the County facility. Contractor shall be compensated for scheduled shift(s) worked.

D. Call-Back Services: Contractor-referred personnel assigned on a weekly basis, who are called back at any time during the week by County Facility, shall be billed at one and one-half (1.5) times the hourly rate only for those hours worked in excess of forty (40) hours. Call-back services lasting less than one (1) hour shall be billed at one (1) hour.

4. MEAL PERIOD: County shall provide Contractor-referred personnel with an unpaid meal period of not less than thirty (30) minutes for a work period if such personnel works at least five (5) hours during the day. If such personnel works no more than six (6) hours during a day, the meal period may be waived by mutual consent of both the County and the personnel. If such personnel works more than six (6) hours during a day, the meal period may not be waived.

County shall provide a second unpaid meal period of not less than thirty (30) minutes for Contractor-referred personnel if such personnel works at least ten (10) hours during the day. If such personnel works no more than twelve (12) hours during a day, the second meal period may be waived by mutual consent of both the County and the Contractor-referred personnel, but only if the first meal period was not waived.

Unpaid meal periods may be waived by mutual consent, provided that the appropriate County facility supervisor initials the Contractor-referred personnel's timesheet on the day the unpaid meal period was waived. If the supervisor's initials are not on the time sheet, County shall assume Contractor-referred personnel was off duty for the unpaid meal period as described above, and make the necessary adjustments to the timesheet and related Contractor reimbursement.

5. MODIFICATION OF PERSONNEL STATUS: Contractor shall be permitted to modify the personnel status of personnel assigned to a County Facility subsequent to their assignment. However, personnel initially provided by Contractor on a "per diem" basis shall be billed and reimbursed as such even if scheduling changes initiated by the Contractor after the initial provision of the personnel result in such personnel being assigned to a County Facility on a weekly basis.

6. HOLIDAYS: Only the County holidays (from shift start on or after 7:00 a.m., on the morning of the holiday and ending on or before 7:00 a.m., the following day) listed below shall be billed at one and one-half (1.5) times the hourly rate.

New Year's Day*

Fourth of July

Memorial Day

Labor Day

Thanksgiving Day

Christmas Day**

*The official County holiday for New Year's Day for Calendar Year 2012 shall be January 2, 2012.

**The official County holiday for Christmas Day for Calendar Year 2011 shall be December 26, 2011.

No other holidays, whether recognized or created by the State, federal or County governments(s) during the term of this Agreement shall be considered County holidays.

7. GENERAL CONDITIONS:

A. County Facility shall request Contractors' personnel via FAX (or facsimile) on a County provided form substantially similar to Attachment I, attached hereto. Contractor shall provide, via return County facsimile form at least one (1) hour prior to start of assignment, a written verification to County Facility stating the following:

1) The classification of Contractor-referred staff requested by the County Facility, including a specific person's name in those cases where County Facility specifically requests an identifiable person.

2) The day, time and shift to be worked by each Contractor-referred staff, including the number of hours the person will be working (i.e., an eight (8), ten (10) or twelve (12) hour shift. Weekly personnel shall be identified as such; and

3) The name of Contractor's personnel taking the County Facility's request.

B. Contractor shall provide, for each employee presenting to County Facility for the first time, proof of the following: certifications/licenses, health clearances, background checks or assessments, in accordance with the provisions of this Agreement or any additional requirements of County Facility.

C. For per-diem staffing (i.e., non-traveler personnel) County Facility may change or cancel any request without incurring any financial liability upon providing Contractor with at least two (2) hours prior notice. In the event County Facility changes or cancels an order with less than two (2) hours prior notice, County Facility shall pay Contractor an amount equivalent to four (4) hours of service.

If County facility requests personnel less than two (2) hours before the start of a shift, then County Facility shall be liable for the whole daily rate, provided the individual referred by Contractor arrives within two (2) hours of shift start. If the individual arrives later than two (2) hours of shift start, County Facility shall pay Contractor only for the actual hours (rounded up to the nearest hour) worked.

If County Facility requests personnel after a shift has commenced and the individual arrives within two (2) hours of the time County Facility placed the request with Contractor, then County Facility shall be liable for the time worked plus an additional two (2) hours. If the individual arrives after the two (2) hour time limit referenced above, then County Facility shall be liable only for the actual hours worked.

8. HOURLY RATES: Contractor's rates for the services provided under this Agreement may be, upon mutual agreement between Contractor and County, less than, but shall not exceed the following:

<u>Exhibit A Services</u>	<u>*Maximum Hourly Rates</u>
Medical Staff Coordinator	\$88.00
Credentialing Specialist	\$65.00

(TEMPORARY PROFESSIONAL MEDICAL CREDENTIALING
PERSONNEL SERVICES AGREEMENT: JA 3/14/11)

ATTACHMENT I

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
Temporary Personnel Services Request

Requesting County Medical Facility_____Date of Request_____

Individual Requesting_____Time of Request_____

County Authorized Fax No._____County Contact Phone No._____

Note: Each Contractor employee presenting to a County Facility for the first time **must** first report to that facility's Human Resources Department¹ (HR), for in-processing with proof of his/her appropriate and valid identification, certification(s)/license(s), health clearance, background clearance and any additional documents required by the facility. In-processing includes a Livescan conducted by the County. Contractor personnel are still required to pass the County's Livescan background clearance before starting work under the Agreement.

Contractor Name_____Date of Response_____

Individual Receiving Request_____Time of Response_____

Contractor Fax Number_____Contractor Contact Phone No._____

Employee Name	Classification	Hours or Shift	Number of Days/Hrs. Required

¹ For DHS facilities that do not have an on-site HR, Contractors' employees shall report to the Department of Health Services' HR at 5555 Ferguson Drive, Commerce, CA 90022 for in-processing.

EXHIBIT C

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For Temporary Medical Personnel Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

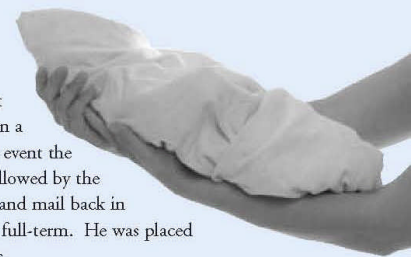
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

